

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of June 25, 2018, is by and between TRIMACO, LLC, a Missouri limited liability company with a business address of 2300 Gateway Centre Blvd., Suite 200, Morrisville, NC 27560 (“Trimaco”), ROBERT and BRANDIE TERRACINO, individuals, with an address of 3017 Egyptian Lane, Virginia Beach, Virginia 23456 (“Terracino”) and 2300 GATEWAY, INC., an Ohio corporation with a business address of 2300 Gateway Centre Blvd., Suite 200, Morrisville, NC 27560 (“Gateway”).

WHEREAS, on February 10, 2016 Terracino and Trimaco entered into a patent license agreement, attached hereto as Exhibit A (the “License Agreement”) whereby Terracino exclusively licensed United States Patent No. 9,044,917 B1 to Trimaco;

WHEREAS, Trimaco is selling substantially all of its assets to Gateway;

WHEREAS, Trimaco wishes to assign and Gateway wishes to assume the License Agreement, however such assignment requires Terracino’s written consent;

WHEREAS, pursuant to the terms and subject to the conditions of the License Agreement, Trimaco and Terracino desire to assign and transfer to Gateway certain rights and obligations of Trimaco under the License Agreement and Gateway desires to accept and assume such assignment on the terms and conditions provided for herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. As of June 25, 2018, Trimaco hereby assigns and transfers to Gateway all of its respective right, title and interest in, to and under the License Agreement.

2. Acceptance and Assumption. As of June 25, 2018, Gateway hereby accepts and assumes the assignment and transfer of the License Agreement.

3. Consent to Assignment. Terracino hereby consents to the assignment of the License Agreement from Trimaco to Gateway.

4. Integration Clause. This Agreement (including the Exhibits to this Agreement), constitutes the entire agreement of the parties, superseding all previous Agreements covering the subject matter.

5. Interpretation. Titles and headings to articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

6. Execution in Counterparts. This Agreement may be executed and delivered in original, PDF or facsimile counterparts, each of which will be deemed an original, but both of

which together will constitute one and the same document. Each party warrants for itself that it is authorized to sign this Agreement and bind the party for whom it signs.

7. Ratification. The License Agreement is in full force and effect and a true and accurate copy of the License Agreement is attached hereto as **Exhibit A**. Neither Trimaco nor Terracino are aware of any default, condition, or circumstance which would terminate, breach, or otherwise affect the License Agreement or prevent the assignment of the License Agreement to Gateway.

8. Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Ohio without regard to conflict of laws principles of any jurisdiction.

[Signature Page Follows]

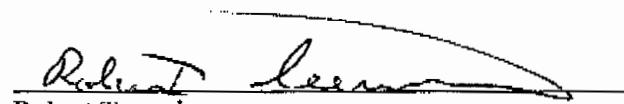
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

Trimaco, LLC

By: _____
Charles H. Cobaugh, Principal

2300 Gateway, Inc.

By: _____
David M. Sokol, President


Robert Terracino



Brandie Terracino
BRAOIE

S-1
Signature Page to Assignment and Assumption Agreement

06/08/2021 14:16 FAX

RECEIVED 03/22/2018 03:09AM

007

EXHIBIT A